



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

January 28, 2004

CONTRACT TITLE: Recycling Services

CURRENT CONTRACT PERIOD: October 1, 2003 through September 30, 2004

Recycling Coordinator : Robert Didriksen
Phone: 573/751-3384
Fax: 573/526-9815
Email address: didrir@mail.oa.state.mo.us

Buyer Name: Wade McDonald
Phone: 573/522-3052
Fax: 573/526-9817
Email address: mcdonw@mail.oa.state.mo.us

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	10/01/03 through 09/30/04	September 30, 2007

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS NOT MANDATORY.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase services included in this contract from an alternative source at the discretion of the agency.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C303184001	4316790390 0	M R S Company 5321 Business 50 West Jefferson City, MO 65109 Phone – 573/636-5828 Fax – 573/634-5450 Email – mrsrecycling@earthlink.net	No	Yes

INSTRUCTIONS FOR STATE AGENCIES

1. Any agency desiring to recycle collections of mixed office paper, aluminum, or corrugated paper should contact the Recycling Coordinator, as stated on page one to implement service. In addition, if an agency encounters any problems regarding quality of service or collection time, send your complaint, in writing, to the Recycling Coordinator as stated on page one.
2. State Agencies are encouraged to complete the customer survey attached to the end of the statewide notice regarding the contract and contract performance.
3. If your state agency encounters any problems regarding quality of the service or collection time, complaints must be sent to the Recycling Coordinator as stated on page 1.
 - 3.1 The customer survey may be used to submit documentation regarding contractor performance.

CONTRACT PRICING

	Type of Recycled Material And Publication used for Market Price Determination	Price paid shall be Over The Published Market Price	Firm Fixed Payment to State Recycling Office
001	<u>Mixed Office Paper</u> – As Published in the “Recovered Scrap Paper Prices” section for the Midwest region of the <u>Paper Stock Report</u> (McEntee Media Corporation). (C/S Code: 92660)	Over	\$25.00 per ton collected
002	<u>Aluminum</u> – As Published by the Missouri Recycling Associations at the following internet site: www.mora.org . (C/S Code: 92662)	Over	\$0.05 per ton collected
003	<u>Corrugated Paper</u> – As Published in the “Recovered Scrap Paper Prices” section for the Midwest region of the <u>Paper Stock Report</u> (McEntee Media Corporation). (C/S Code: 92660)	Baled Corrugated – Will pay 60% of the average price published in the “Recovered Scrap Paper Prices: Mill Buying Prices” section for corrugated paper for the Midwest region of the most current edition of the Paper Stock Report (McEntee Media Corp). Loose Corrugated - \$40.00 under the published price published in the “Recovered Scrap Paper Prices: Dealer/Process Prices” section for corrugated paper for the Midwest region of the most current edition of the Paper Stock Report (McEntee Media Corp).	
004	<u>Records Management records</u> – As Published in the “Recovered Scrap Paper Prices” section for the Midwest region of the <u>Paper Stock Report</u> (McEntee Media Corporation). (C/S Code: 92660)	Over	\$25.00 per ton collected

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
10/01/03 thru 09/30/04	01/28/04	Changed the Recycling Coordinator information on page 1.
10/01/03 thru 09/30/04	09/23/03	Initial issuance of new statewide contract.

The Division of Purchasing and Materials Management has awarded C303184001 in accordance with the following requirements.

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

- 1.1.1 The contractor shall collect and recycle the recyclable materials identified herein for the State Office Recycling Program, Office of Administration, Division of Purchasing and Materials Management (hereinafter referred to as the *state agency*) in accordance with the provisions and requirements stated herein. The contractor shall collect and recycle (1) mixed office paper, aluminum, and corrugated paper, and (2) Records Management records, as specified in the Notice of Award section of the contract (page one). For purposes of this document, the contractor shall agree that the following definitions shall apply to the types of recyclable materials included herein:
- a. Mixed Office Paper shall be defined to include any or all items listed on Attachment 1.
 - b. Aluminum shall be defined to be primarily aluminum cans, such as carbonated beverage cans, but may also include aluminum plates from the State Printing Office.
 - c. Corrugated Paper shall be defined to be primarily corrugated cardboard boxes.
 - d. Records Management records shall be defined to include mixed office paper, as defined above, microfilm, plastic permits, staples, binders, spiral and GBC bindings, audio/video tapes, metal items, and rubber bands; packed in boxes. (Refer to the Background Information for additional information about Records Management records).
 - e. All of the above shall also be referred to as recyclable materials.
- 1.1.2 The contractor shall perform the collection and recycling services for the recyclable material(s) for the various State of Missouri offices and office buildings located in Cole County, Missouri. Attachment 2 contains information on most, but not necessarily all, of the State of Missouri offices and buildings located in Cole County.
- 1.1.3 The contractor shall perform all services to the sole satisfaction of the state agency. The contractor shall understand that the state agency or designee shall, at any time throughout the contract, accompany the contractor during any collection, hauling/transporting, weighing, chopping, or recycling process being conducted by the contractor. The contractor shall not restrict or in any way limit the state agency's right or ability to oversee any and all services provided by the contractor.
- 1.1.4 The contractor shall provide every State of Missouri office/building in Cole County with the opportunity to participate in the contract. However, such participation is optional. Therefore, the contract shall not be constituted as an exclusive arrangement and further agrees that any State of Missouri office/building may secure identical and/or similar services from other sources at anytime in conjunction with or in replacement of the contractor's service.

2. MIXED OFFICE PAPER, ALUMINUM, AND CORRUGATED PAPER COLLECTION AND RECYCLING REQUIREMENTS

2.1 Collection Receptacles and Sorting Requirements –

- 2.1.1 Receptacles for Mixed Office Paper – By no later than the number of days stated in the contractor’s awarded proposal, the contractor shall place the required number of receptacles, for use in the collection of mixed office paper within the various State of Missouri offices/buildings.
- a. The contractor shall provide 90-gallon receptacles on wheels and with lids. The contractor must obtain approval from the state agency for the receptacles provided.
 - 1) The state agency shall provide desk-side recycling containers.
 - b. The state agency shall notify the contractor of the number of receptacles required. For planning purposes, approximately one 90-gallon receptacle is needed for approximately each 25 employees.
 - c. Each State of Missouri office/building shall notify the contractor of the exact location/placement for each receptacle within that office. The contractor shall agree and understand that each State of Missouri office/building or individual office shall have a single contact person who shall be considered the *Recycling Monitor*.
 - d. The contractor shall provide an enclosed trailer-type storage unit on site at the State Printing Office located at 2733 Merchants Drive, Jefferson City for collection of mixed office paper.
 - e. The contractor shall retain ownership of the receptacles and trailer-type storage unit. The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor’s employees arising out of the possession, use, maintenance, delivery, return, and/or collection from the receptacles and trailer-type storage unit provided by the contractor
- 2.1.2 The contractor shall agree and understand that each State of Missouri office shall sort recyclable material at the discard point. The state agency shall instruct state employees in what constitutes recyclable material in order to ensure the proper sorting of materials.
- a. The content of the mixed office paper shall include all material listed on Attachment 1.
 - b. The majority of aluminum shall be from carbonated beverage cans and shall be collected in plastic 33-gallon size trash bags. The aluminum cans shall be both crushed and not crushed. In addition, the aluminum may include printing plates, especially from the State Printing Office.
 - c. The majority of corrugated paper shall be from corrugated boxes. The boxes shall be both broken down and un-broken.
- 2.2 Collection Requirements –** At each participating State of Missouri office/building, the contractor shall begin collecting the mixed office paper immediately after placement of the receptacles and shall begin collecting the aluminum and corrugated paper according to a schedule provided by the state agency and in accordance with the following:
- 2.2.1 The contractor shall understand and agree that the State of Missouri requires flexibility in the arrangements and methods for the collection of the recyclable material on a building-to-building and case-by-case basis. The contractor shall coordinate and work in good faith with the state agency and the Recycling Monitors in seeking and obtaining the arrangements and methods of collection.

- a. In order to minimize conflict in the collection schedules between the contractor and the state agency's trash hauler, the Recycling Monitor shall oversee coordination between the contractor and the trash hauler in terms of collection times and locations.
- b. The contractor shall agree and understand that state employees will bring the aluminum and corrugated paper to the loading dock. However, the contractor shall either go into the office location to collect the mixed office paper, or shall work with the Recycling Monitor to mutually agree to another location or method for collection of the mixed office paper.

2.2.2 The contractor shall perform all collections during normal State of Missouri office hours which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Official State Holidays.

2.2.3 Scheduled/Unscheduled Collections –

- a. Mixed Office Paper – The contractor and the state agency shall develop a weekly schedule of the days and locations of collections. For those State of Missouri office/building included in the scheduled collection list, the contractor must collect the mixed office paper according to the written schedule. For informational purposes, the existing scheduled collection list is included at <http://www.oa.mo.gov/purch/recycling/pickup.pdf>.
 - 1) In addition, a State of Missouri office/building included on the scheduled collection list may occasionally require unscheduled collections. Furthermore, many State of Missouri offices are not listed on the scheduled collection list and require unscheduled collections.
 - 2) For each unscheduled collection, the Recycling Monitor for the State of Missouri office/building needing the collection shall contact the state agency. The state agency shall contact the contractor and notify the contractor of the need for an unscheduled collection. The contractor must make the collection by no later than one work day from the day of notification by the state agency, unless other arrangements are agreed to between the contractor and the state agency.
 - 3) The contractor shall collect the mixed office paper from the trailer-type storage unit at the State Printing Office on an unscheduled collection basis. However, it is anticipated that collection shall be required approximately two times per month.
- b. Aluminum and Corrugated Paper - If collections for aluminum and/or corrugated paper become constant and predictable, the contractor shall collect the aluminum and/or corrugated paper according to a written schedule that will be provided by the state agency. Such schedule shall be mutually agreed between the contractor and the state agency. In the absence of a written schedule for collection, or in the event that a State of Missouri office/building requires an unscheduled collection, the Recycling Monitor for the State of Missouri office/building needing the collection shall contact the contractor for an unscheduled collection. The contractor must make unscheduled collections by no later than one calendar week from the day of the contact or on the contractor's next trip in the general area, whichever is sooner, unless other arrangements are agreed to between the contractor and the Recycling Monitor.

2.2.4 In the event the contractor is not able to make a collection at a particular time or day as required herein due to causes beyond the control of, and without the fault or negligence of the contractor, the contractor shall reschedule such collection(s) for the next reasonable available time.

- a. Such causes beyond the contractor's control may include, however are not restricted to: acts of nature, fires, floods, epidemics, quarantine restrictions, strikes, and embargoes. The contractor shall take all possible steps to recover from any such occurrences.
- b. The contractor must contact the Recycling Monitor for the office(s) needing rescheduling of the collection(s).

- 2.2.5 In addition to emptying and collecting the contents of the receptacles, the contractor shall also collect pallets (such as over-runs on printing jobs) and truckloads (such as truckloads full of outdated forms, etc.,) of mixed office paper on an unscheduled basis.
- 2.2.6 The contractor must collect the recyclable material even if the content of the collection includes prohibited material. In the event a collection contains an excessive amount of prohibited material, the contractor must immediately contact the state agency so that the state agency may provide additional training and education to the State of Missouri office/building committing the infraction. Prohibited material shall be items such as: food waste, tissues, paper towels, carbon paper, napkins, metal, glass, plastic, styrofoam, and food wrappers.
- a. The contractor must document on the monthly log specified elsewhere herein, or on an attached sheet to the monthly log since additional space will be necessary, if a collection contains an excessive amount of prohibited material. The documentation must include: (1) the specific State of Missouri office/building where the collection occurred, (2) the time and date of the collection, (3) the time and date of the contact to the state agency informing them of the excessive amount of prohibited material, and (4) a brief description of the type of prohibited material included in the collection.
 - b. After three (3) collections from the same State of Missouri office/building where the collection contains an excessive amount of prohibited material and if the contractor complied with the above procedure for reporting the prohibited material after each collection, the contractor shall discontinue collecting the recyclable material at that State of Missouri office/building until notified by the state agency, in writing. The state agency shall either: (1) have the contractor stop collections at that office/building for a specified or unspecified period of time, or (2) have the contractor continue to collect the recyclable material but not require the contractor to pay the state agency for such collections from that office/building.

2.3 Recycling Requirements –

- 2.3.1 After each collection of corrugated paper, the contractor shall weigh or have weighed the corrugated paper collected at the state agency offices using a certified scale. The contractor shall submit monthly reports of the weights as provided in the reporting requirements herein.
- 2.3.2 In lieu of weighing the mixed office paper and aluminum collections, the contractor shall agree that, for purposes of the contract, the weights stated below for the following types of containers shall apply:
- | | |
|--|---------------------------|
| • 90-gallon Receptacle of Mixed Office Paper | 193 pounds per receptacle |
| • Bag of Shredded Mixed Office Paper | 8 pounds per bag |
| • Box of Mixed Office Paper | 25 pounds per box |
| • 33-gallon Bag of Aluminum | 4 pounds per bag |
- 2.3.3 After weighing the corrugated paper, the contractor shall perform any sorting necessary and shall otherwise prepare the corrugated paper for its final destination (end user, processor, or permitted sanitary landfill).
- a. The contractor must receive the state agency's written approval of all end user(s), processor(s), or landfill(s) that will be used for the corrugated paper. In addition, the contractor must certify that the recyclable materials included in the collected corrugated paper is being recycled and are not being sent to landfills.
 - b. The contractor **MUST** make every good effort not to dispose of any of the material collected in a landfill. However, in the event that there were items collected that are not recyclable and disposal of the material in a landfill is the only option, the contractor must utilize a landfill or Transfer Station licensed/regulated by the Department of Natural Resources. If the landfill is outside of the State of Missouri, the contractor must use a government regulated and approved facility for the disposal or recycling of solid waste.

- 2.4 Confidentiality** – Based on the confidential nature of some of the records contained in the mixed office paper, the contractor shall maintain the confidentiality of such records until destruction.
- 2.4.1 The contractor and the contractor's personnel shall be prohibited from reading or copying any confidential material at any time.
- 2.4.2 As the need for confidentiality dictates, the contractor shall agree and understand that any of the following may be required, however the determination of what is required shall rest solely on the state agency designee.
- a. The contractor shall be escorted into and out of the State of Missouri office/building by a state employee to witness the collection of the mixed office paper.
 - b. The department/agency designee shall witness the destruction of the confidential records.
 - c. The contractor shall submit a letter to the applicable department/agency guaranteeing that the confidentiality of all such records were maintained from the time of collection until the records were destroyed and that none of the records were read or copied by the contractor or contractor's personnel prior to such destruction.

2.5 Financial, Payment, and Reporting Requirements:

- 2.5.1 The contractor must submit a monthly report to the state agency Recycling Coordinator. However, the contractor shall maintain and submit separate records for the mixed office paper and aluminum collected from the State Printing Office. The monthly report must be submitted by no later than the 25th of each month and must contain the following information from the collections/recycling activities from the prior month:
- a. **Monthly Log** - As each collection is made, the contractor shall complete and maintain a log of the number of receptacles/containers collected at each State of Missouri office/building each day. The state agency shall provide the contractor with the actual log to be used immediately after contract award. The contractor must total the columns and rows at the end of each month.
 - 1) If pallets and/or truck-loads of mixed office paper are collected, the contractor must note such collections on the log.
 - 2) If the aluminum is not in a 33-gallon size bag, the contractor shall note the collection on the log and indicate what was collected in terms of a description and size.
 - 3) The required documentation regarding any collections containing excessive amounts of prohibited material must be submitted with the log.
 - 4) With the daily notation of collections, the contractor must include the total weight of the corrugated paper collections from all offices/buildings each day.
 - b. **The total weight of each type of recyclable material collection per day and per month.** For the mixed office paper and aluminum collected, the contractor shall use the weight of the various types of containers as stated herein to determine the total weight of each type of recyclable material collected.
 - c. **The final destination of the collections.** If the contractor is not also the recycler, the contractor must identify the name and location of the recycler(s) of each type of recyclable material.

- 2.5.2 In accordance with the requirements specified below, the contractor shall make monthly payments to the state agency for the total amount due based on the total weight of the collections made by the contractor for the prior month. ***Unless otherwise notified in writing by the state agency as described elsewhere herein, the total weight collected shall include the weight of any prohibited material included in the collections.***
- a. The contractor shall submit a check by no later than the 25th day following the end of the month in which collections were conducted.
 - b. The contractor shall make the monthly check payable to the state agency at: Division of Purchasing and Materials Management, Recycling Office, P.O. Box 809, Jefferson City, MO 65102.
 - c. Mixed Office Paper – The contractor shall pay the state agency the total amount due based on the firm, fixed price stated on the Pricing Page for Mixed Office Paper over the current market price as published in the “Recovered Scrap Paper Prices” section for Mixed Office Paper for the Midwest region of the most current publication of the Paper Stock Report (McEntee Media Corporation).
 - d. Aluminum – The contractor shall pay the state agency the total amount due based on the firm, fixed price stated on the Pricing Page for Aluminum over the current market price listed by the Missouri Recycling Associations at the following internet site: www.mora.org.
 - e. Corrugated Paper – The contractor shall pay the state agency the total amount due based on the firm, fixed price stated on the Pricing Page for Corrugated Paper based on the current market price as published in the “Recovered Scrap Paper Prices” section for corrugated paper for the Midwest region of the most current publication of the Paper Stock Report (McEntee Media Corporation).
 - f. In the event the market price is published as a range (e.g., 80-100), the contractor must base the amount paid to the state agency on an average price computed from the published range (e.g., 90).
 - g. In the event the total of the firm, fixed price, as stated on the Pricing Page, plus the average of the published market price is zero or a negative amount, the contractor must still perform collections and recycling in accordance with the contract.
 - 1) For each month that such zero or negative calculated total exists, the contractor shall not be required to make a payment for that type of recyclable material for that month.
 - 2) At the time the monthly check is required, instead of a check for that type of recyclable material, the contractor must submit a copy of the page from the appropriate month ending publication documenting the published market price.
 - h. In the event that market prices or conditions are drastically altered during the effective period of the contract, the contractor may request a modification to the firm, fixed price stated on the Pricing Page.
 - 1) With such request, the contractor must provide proof of market change and must demonstrate how such change negatively affects the contractor’s ability to perform in accordance with the contract.
 - 2) However, the contractor shall agree and understand that any such request must be approved by the state agency and must be processed by the Division of Purchasing and Materials Management as a formal amendment to the contract in order for it to be effective.
 - 3) The decision by the Division of Purchasing and Material Management shall be final and without recourse.

- 2.5.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein. **The State of Missouri shall not make any payments or reimbursements to the contractor for any materials, equipment, or services provided.**
- 2.5.4 Liquidated Damages: The contractor shall agree and understand that the provision of the recycling services in accordance with the requirements stated herein is considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. Late Payments - In the event that the contractor fails to remit the monthly payments within the required twenty-five (25) days, the contractor shall pay liquidated damages in the following amounts, based on the type of recyclable material awarded:
 - 1) The contractor shall pay liquidated damages in the amount of \$10.00 per day for each day that the monthly payment for mixed office paper is late.
 - 2) The contractor shall pay liquidated damages in the amount of \$5.00 per day for each day that the monthly payment for aluminum is late.
 - 3) The contractor shall pay liquidated damages in the amount of \$5.00 per day for each day that the monthly payment for corrugated paper is late.
 - b. The contractor shall also agree and understand that such liquidated damages shall be paid by the contractor as a direct payment to the state agency.
 - c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
 - d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- 2.5.5 The contractor must have and maintain a Dishonesty Bond in a minimum amount of \$500.00
- a. The dishonesty bond shall cover the State of Missouri as an additional insured.
 - b. The bond shall cover any loss caused to the state agency through any fraudulent or dishonest act or acts committed by the contractor or any of the contractor's employees, acting alone or in collusion with others by virtue of his/her position or employment during the contract period.
 - b. No later than 20 days after notification of award of the contract, the contractor must submit the bond and proof of such coverage to the state agency Recycling Coordinator.

3. RECORDS MANAGEMENT RECORDS COLLECTION AND RECYCLING REQUIREMENTS

3.1 Performance Requirements – The contractor shall: (1) collect the Records Management records at the Missouri Secretary of State, Records Management Division located at 600 West Main Street, Jefferson City MO or at the Records Management Division Satellite facilities located at 607 Missouri Boulevard Court and 235 Jaycee Drive, Jefferson City, MO using semi-truck(s) and (2) recycle the collections.

3.1.1 Collection of Records Management records: The Records Management Division shall contact the contractor whenever a semi-truck load of Records Management records is ready to be collected. The contractor must provide the semi-truck vehicle for collecting and transporting the Records Management records and must collect the Records Management records within two (2) working days after being notified by the Records Management Division.

- a. The Records Management Division estimates but in no way guarantees that approximately 13 to 15 semi-truck loads of Records Management records will be required to be collected annually.
- b. The contractor shall agree and understand that the Records Management records will be boxed and stacked on pallets at the loading dock located at 600 West Main Street, Jefferson City, MO or the satellite facilities. The contractor must load the Records Management records onto the contractor's truck. The contractor shall be permitted to use the Records Management's forklift to perform the loading. The contractor must provide the Records Management Division with proof of the following insurance prior to loading the records or using the forklift: (1) Automobile Insurance, (2) General Liability Insurance, and (3) Workers Compensation. If the contractor wants the pallets to be wrapped for loading and transporting, the contractor must provide the shrink-wrap or other wrapping material. The Records Management Division shall perform the wrapping.
 - 1) The Records Management Division shall weigh the Records Management and shall determine the actual average weight per box. The Records Management Division shall advise the contractor of such weight at the time of each collection.
- c. The contractor shall perform all collections and loading during normal State of Missouri office hours which are typically 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Official State Holidays. The best times for collection and loading are from 7:30 A.M. to 2:00 P.M.
- d. In the event the contractor is not able to make a collection within two (2) working days after notification by the Records Management Division due to causes beyond the control of, and without the fault or negligence of the contractor, the contractor shall reschedule such collection(s) for the next reasonable available time.
 - 1) Such causes beyond the contractor's control may include, however are not restricted to: acts of nature, fires, floods, epidemics, quarantine restrictions, strikes, and embargoes. The Records Management Division and the state agency shall make the decision as to what constitutes a "cause beyond the contractor's control". The decision shall be final and without recourse. The contractor shall take all possible steps to recover from any such occurrences.
 - 2) The contractor must contact the Records Management Division to reschedule the collection.
- e. The contractor must collect the Records Management records regardless of the content of the boxes of records. In addition, for informational purposes, the Records Management Division estimates that very little microfilm and microfiche shall be mixed in with the boxes of records. However, the microfilm vault is purged annually for destruction/recycling of microfilm/fiche. At such time, the microfilm/fiche boxes can be kept separate or included with other records, as desired by the contractor.

3.1.2 Recycling Records Management records:

- a. After each collection of Records Management records, the contractor shall perform any sorting necessary to the collected material and shall otherwise prepare the collected material for its final destination (end user, processor, or permitted sanitary landfill).
- b. The contractor must receive the state agency's written approval of all end user(s), processor(s), or landfill(s) that will be used for the collected Records Management records. In addition, the contractor must certify that the recyclable materials included in the archived record collections are being recycled and are not being sent to landfills.
 - 1) The contractor **MUST** make every good effort not to dispose of any of the collected materials in a landfill. However, for those items collected that are not recyclable and disposal of the material in a landfill is the only option, the contractor must utilize a landfill or Transfer Station licensed/regulated by the Department of Natural Resources. If the landfill is outside of the State of Missouri, the contractor must use a government regulated and approved facility for the disposal or recycling of solid waste.

3.2 Financial, Payment, and Reporting Requirements

- 3.2.1 Within 25 days following a collection of Records Management records, the contractor must submit a report to the state agency Recycling Coordinator. The report must contain the following information from the collections/recycling activities:
 - a. **A completed copy of the log** which must have been completed by the contractor at the time the collection was made. (The state agency shall provide the contractor with the actual log to be used immediately after contract award.) The log must document the actual number of receptacles/containers collected.
 - b. **The total weight of each collection per day and per month.** The contractor shall use the average weight per box as determined by the Records Management Division to determine the total weight of Records Management records collected.
 - c. **The final destination of the collections.** If the contractor is not also the recycler, the contractor must include the name and location of the recycler.
- 3.2.2 In accordance with the requirements specified below, the contractor shall make monthly payments to the state agency for the total amount due based on the total weight of the collections made by the contractor for the prior month.
 - a. The contractor shall submit a check by no later than the 25th day following the end of the month in which collections were conducted.
 - b. The contractor shall make the monthly check payable to the state agency at: Division of Purchasing and Materials Management, Recycling Office, P.O. Box 809, Jefferson City, MO 65102.
 - c. Records Management records – The contractor shall pay the state agency the total amount due based on the firm, fixed price stated on the Pricing Page for Records Management records over the current market price as published in the “Recovered Scrap Paper Prices” section for Mixed Office Paper the Midwest region of the most current publication of the Paper Stock Report (McEntee Media Corporation).
 - d. In the event the market price is published as a range (e.g., 80-100), the contractor must base the amount paid to the state agency on an average price computed from the published range (e.g., 90).
 - e. In the event the total of the firm, fixed price, as stated on the Pricing Page, plus the average of the published market price is zero or a negative amount, the contractor must still perform collections and recycling in accordance with the contract.

- 1) For each month that such zero or negative total exists, the contractor shall not be required to make a payment for that month.
 - 2) At the time the monthly check is required, the contractor must submit a copy of the page from the appropriate month ending publication documenting the published market price.
- f. In the event that market prices or conditions are drastically altered during the effective period of the contract, the contractor may request a modification to the firm, fixed price stated on the Pricing Page.
- 1) With such request, the contractor must provide proof of market change and must demonstrate how such change negatively affects the contractor's ability to perform in accordance with the contract.
 - 2) However, the contractor shall agree and understand that any such request must be approved by the state agency and must be processed by the Division of Purchasing and Materials Management as a formal amendment to the contract in order for it to be effective.
 - 3) The decision by the Division of Purchasing and Material Management shall be final and without recourse.
- 3.2.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein. **The State of Missouri shall not make any payments or reimbursements to the contractor for any materials, equipment, or services provided.**
- 3.2.4 Liquidated Damages: The contractor shall agree and understand that the provision of the recycling services in accordance with the requirements stated herein is considered critical to the efficient operations of the State of Missouri. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- a. Late Payments - In the event that the contractor fails to remit the monthly payments within the required twenty-five (25) days, the contractor shall pay liquidated damages in the in the amount of \$20.00 per day for each day that the monthly payment is late.
 - b. Late Collection of Records Management records: If the contractor does not collect the Records Management records within two (2) working days after notification by the Records Management Division, the contractor shall pay liquidated damages to the state agency in the amount of \$100.00 per day for each 24 hour period in which the contractor is late, unless the reason for the delay is due to "causes beyond the contractor's control".
 - c. The contractor shall also agree and understand that such liquidated damages shall be paid by the contractor as a direct payment to the state agency.
 - d. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
 - e. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- 3.2.5 The contractor must have and maintain a Dishonesty Bond in a minimum amount of \$500.00
- a. The dishonesty bond shall cover the State of Missouri as an additional insured.

- b. The bond shall cover any loss caused to the state agency through any fraudulent or dishonest act or acts committed by the contractor or any of the contractor's employees, acting alone or in collusion with others by virtue of his/her position or employment during the contract period.
- c. No later than 20 days after notification of award of the contract, the contractor must submit the bond and proof of such coverage to the state agency Recycling Coordinator.

4. OTHER CONTRACTUAL REQUIREMENTS

- 4.1 Contract:** A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 4.1.1 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies, and/or services, the contractor must receive a properly authorized purchase order.
- 4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 4.1.3 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 4.2 Contract Period:** The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 4.2.1 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- 4.2.2 If renewal prices are not provided, the prices during renewal periods shall be the same as during the original contract period.
- 4.2.3 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 4.3 Termination:** The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 4.4 Contractor Liability:** The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

- 4.4.1 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 4.4.2 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 4.5 Insurance:** The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 4.6 Contractor Status:** The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 4.7 Commercial Drivers License:** The contractor and the contractor's drivers who, in the provision of services under the contract: (1) operate any single vehicle with a Gross Vehicle Weight Rating (GVWR) of over 26,000 pounds or any combination vehicle with a Gross Combination Weight Rating of over 26,000 pounds provided the Gross Vehicle Weight Rating of the vehicle(s) being towed is in excess of 10,000 pounds, (2) operate any size vehicle which requires hazardous materials placards, (3) operate any vehicle designed to transport more than 15 persons (including the driver) transports more than 15 persons, or (4) engage in any other activity outlined in the Commercial Motor Vehicle Safety Act, must comply with all other requirements in the Commercial Motor Vehicle Safety Act. The contractor must submit proof or verification of compliance with such Act to the state agency no later than 30 calendar days after award of the contract.
- 4.8 Coordination:** The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 4.9 Property of State:** All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 4.10 Cooperative Procurement Program:** The contractor shall provide recycling services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.state.mo.us/statutes/c000-099/0670360.htm>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

ATTACHMENT 1

Mixed Office Paper

The following materials shall be considered acceptable for Mixed Office Paper pursuant to the requirements of this document.

White and Colored Paper and cardstock (All grades and colors), including, but not limited to:	<ul style="list-style-type: none">• Copier paper• Computer Paper• Fax paper• Ledger paper• Card Stock• NCR forms (carbonless)• Road maps
All envelopes with or without adhesive labels and stamps, and with or without plastic windows, including, but not limited to:	<ul style="list-style-type: none">• Regular 10#• Window• Kraft (brown)• White
Adding Machine Tape	
Post-it notes	
File Folders (Manilla)	
Copier paper (Ream) Wrappers	
Shredded Paper	May be in bags
Confidential materials	Boxed and marked as confidential
Newsprint Paper and Publications, including, but not limited to:	<ul style="list-style-type: none">• Newspapers• City Telephone Books• State Telephone Books• MO. State Statute Books and Revisions
Books or Bound materials, regardless of quality of paper or type of binding	
Glossy and Coated Paper, including, but not limited to:	<ul style="list-style-type: none">• Magazines• Catalogs• Junk Mail• Sales Literature & brochures• Calendars• Publications
Non-paper items, including, but not limited to:	<ul style="list-style-type: none">• Paper clips• Staples• Spiral and GBC (Plastic Comb) Bindings• Paper clips• Rubber bands

ATTACHMENT 2

Buildings/offices located in Central Missouri Geographic Location/Cole County

The following State of Missouri Offices/Buildings are an approximation of the offices/buildings located in Cole County. The listed offices/buildings do not include every location.

CODES: LD (Loading Dock). DW (Doorway Width). GF (Ground Floor).

B (Basement). OUT (Outside Storage Area).

OA (Open Area) - may be interpreted as meaning "outside".

State Building/ Dock Space	Address	Estimated Number of Employees
Truman State Office Building/ LD - 8'DW, GF	301 West High Street	2706
Jefferson State Office Building/ LD - 20'L x 20'W x 9'H, 6' DW, GF	205 Jefferson Street	859
Broadway State Office Building/ LD - 4' x 3'	221 West High Broadway Street	402
Agriculture/ DW - 35" x 83", GF, OA	1616 Missouri Boulevard	135
Agricultural-Brucellosis Lab	216 E. Mercado Plaza	unknown
Health Lab/ 20'L x 20'W x 9'H, B, GF, 6' DW	307 West. McCarty	unknown
EDP/ 20'L x 20'W x 10'H, B, GF, 6' DW	313 West McCarty	76
Supreme Court/ 10'L x 10'W x 8'H, B, 3' DW	207 W. High Street	103
Adjutant General Corrections/Vocational Enterprises	Industrial Drive	100
Capitol/ 20'L x 40'W x 8'H, 6' DW, B, Drive up access to trash room.	Capitol Street	200/700
Petroleum Lab/ LD - 10'L x 10'W x 10'H, 6' DW	1620 Missouri Boulevard	10
Chiller/ LD - 10'L x 10'W x 10'H, 8' DW	Unk	4
Health Office/ No loading area, limited space	600 Monroe Street	18
Central Distribution Health Office/ 10'L x 5'W x 8'H, 36" DW, GF	907 Missouri Blvd.	22
Department of Health	920 and 930 Wildwood	525
Dept of Transportation/Highway Building/ LD - 41"H x 18'8"W x 7'5"D, Canopy 12'7" above dock.	105 West Capitol Jefferson Street	700
Transportation – Materials Lab	1617 Missouri Blvd	unknown
Transportation – Management Systems	2103 Missouri Blvd	unknown

ATTACHMENT 2

State Building/ Dock Space	Address	Estimated Number of Employees
Transportation – Right of Way Division	113 West Miller	unknown
Transportation – Risk Management Division	515 E High	
Employment Security; Central Office/ East Area: 10'L x 20"W x 8"H 6' x 7' DW, GF; West Area: 10'L x 10"W x 10'H 6' x 7' DW,GF	421 E. Dunklin St.	550
Labor Relations/	3315 W. Truman Blvd.	130
Dept. of Conservation, Central Office/ LD - 2' x 10' x 15', Open doorway	2901 W. Truman Blvd.	300
Conservation-Runge Nature Center	Highway 179	Unknown
Dept. of Corrections, Central Office/ LD - 12'L x 12'W x 18'H, GF 8' x 8' 10' DW	2729 Plaza Dr.	273
Corrections – Personnel	117 Commerce, Lower Level	Unknown
Corrections – Algoa Correctional Center	Algoa Road	Unknown
Corrections – Central MO Correctional Center	Highway 179	Unknown
Corrections – JC Correctional Center	631 State Street	Unknown
Corrections – Training Academy	119 N Riverside	unknown
Board of Probation and Parole	1511 Christy	unknown
Children's Trust Fund/Highway Safety	1719 Southridge	Unknown
MO. Highway Patrol, General Headquarters/ LD - 9'L x 4'W x 10'H, OA, GF	1510 E. Elm St.	141
Highway Patrol-Troop F	Highway 50 and Shamrock Rd	Unknown
Higher Education Office/ 9' x 15', OA, GF, 3' DW	3515 Amazonas Dr.	46
Secretary of State - MO. State Information Center/Records Management 4' x 4', OA, GF	600 W. Main	42
Job Development & Training Office/	2023 St. Mary's Blvd	56
Office of Professional Registration/ OUT	3605 Missouri Blvd.	185
Div. of Family Services, County Office/	1715 Southridge Drive	52
Div. Child Support/ NONE	227 Metro Drive	9
Social Services-Child Support/Family Services/ NONE	3418 Knipp Drive.	118
Dept of Social Services	615 Howerton	Unknown
Social Services-Aging	2418 Knipp Drive	15
Social Services-Aging/Central Registry Unit	219 E. Dunklin.	Unknown
DFS - Legal Services & Water Patrol NONE	2728 Plaza Drive	25
Department of Mental Health	1706 E. Elm	Unknown

ATTACHMENT 2

State Building/ Dock Space	Address	Estimated Number of Employees
Social Services –Div. Of Data Processing None	1621 E. Elm	98
Vocational Rehabilitation – Elementary & Sec. Ed	3024 West Truman	Unknown
OA-Leasing Operations	3224 West Truman	Unknown
OA-Surplus Property	117 North Riverside	
OA-Printing and Forms Management Family Services Food Programs	Merchants Drive5	Unknown
DNR-Environmental Services	2710 West Main	Unknown
DNR-Environmental Quality	1511 Christy	Unknown
DNR-Environmental Improvement and Energy Resources Authority	325 Jefferson	Unknown
DNR-State Parks	101 Adams	Unknown
DNR-Environmental Quality	1609 E. Elm	Unknown
DNR-Energy Division	1500 Southridge	Unknown
Missouri Consolidated Health Care Plan	311 Ellis Blvd	Unknown
MOSERS	906 Leslie	Unknown
Milk Board – Agriculture	915-C Leslie	Unknown
Revenue-Motor Vehicle	1617 Southridge	Unknown
Missouri Veterans Commission	1719 Southridge	Unknown
State Tax Commission	621 E Capitol	Unknown
State Emergency Management	2302 Militia	Unknown
Courts Administrator	2112 Industrial Dr	Unknown
Attorney General Public Protection	1700 Jefferson	Unknown
Missouri Lottery	1823 Southridge	Unknown
Employment Security	3400B Knipp	Unknown
Missouri Gaming Commission	3417 Knipp Drive	Unknown
National Guard Armory	801 Armory Drive	Unknown
Warehouse/ LD - 12'W x 50"L, GF	2628 Industrial Drive	9
Disability Determinations	2401 East MaCarty	
Disability Determinations-Claims and Hearing/Appeals	1500 B Southridge	
Capitol Groundskeeper	J.C. Capitol	unknown

Note: Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant nor represent that the information included herein reflects all relationships or conditions regarding the State of Missouri offices/buildings. Furthermore, it is recognized that the estimated number of employees listed herein is not consistent with the total numbers stated in the Background Information of this document. Because the information included in the Background Information was obtained from the Missouri Division of Personnel, such information is believed to be more accurate than the numbers stated on this Attachment.

Customer Survey Recycling Services

Please complete this customer survey to advise of any comments, suggestions, and/or improvements to the recycling service contract and/or notice of award. In addition, complete the survey regarding contractor performance. The Division of Purchasing and Materials Management will use this information to improve the contract and/or notice of award. In addition, this office will use this information to monitor contractor performance.

RECYCLING SERVICE CONTRACT	
1.	Contract meets your needs. Yes ____ No ____ (If no, provide comments below.)
	Comments:
2.	Contract included services required by your state agency. Yes ____ No ____ (If no, provide comments below.)
	Comments:
3.	Other:

NOTICE OF AWARD	
1.	Notice of Award meets your needs. Yes ____ No ____ (If no, provide comments below.)
	Comments:
2.	Notice of Award was easy to understand and locate information. Yes ____ No ____ (If no, provide suggestions for improvement below)
	Comments:
3.	Sample Document was easy to understand and use. Yes ____ No ____ (If no, provide suggestions for improvement below)
4.	Other:

**Customer Survey
Recycling Services
(continued)**

CONTRACTOR INFORMATION

Contract Number: C303184001

Contractor Name: MRS Company

1. Service provided as requested. Yes ___ No ___ (If no, provide comments below.)

Comments:

2. Serviced provided by qualified individuals. Yes ___ No. (If no, provide comments below.)

Comments:

3. Responsiveness of contractor to inquires.

Comments:

4. Problems with the contractor and problem resolution. Comments:

5. Contractor courtesy. Comments:

6. Overall experience with contractor. Comments:

RESPONDENT INFORMATION

State Agency:_____

Prepared by:_____

Address:_____

Title:_____

Phone:_____

E-mail:_____

Copy and complete this survey and return via fax to 573-526-9817, via e-mail to the address indicated on page one, or mail to Division of Purchasing and Materials Management, Harry S Truman Building, 301 West High, Room 630, Jefferson City, Missouri 65101.

Thank you for taking time to complete this survey.

